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Attorneys for Plaintiff SHERYL CLARK,
and on Behalf of the Class

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

SHERYL CLARK, Individually, as Successor-in-Interest to Delaine Stowell, on Behalf of the Estate of Delaine Stowell, and on Behalf of the Class.

No. 2:20-cv-00539-JAM-DB

STIPULATION AND PROTECTIVE ORDER

Plaintiff.

VS.

**TRANSAMERICA LIFE
INSURANCE COMPANY, an Iowa
Corporation**

Defendant.

1 **1. PURPOSES AND LIMITATIONS**

2 Discovery in this action may involve production of confidential, proprietary
3 or private information for which special protection from public disclosure and from
4 use for any purpose other than pursuing this litigation may be warranted.
5 Accordingly, the parties hereby stipulate to and petition the Court to enter the
6 following Stipulated Protective Order. The parties acknowledge that this Order does
7 not confer blanket protections on all disclosures or responses to discovery and that
8 the protection it affords from public disclosure and use extends only to the limited
9 information or items that are entitled to confidential treatment under the applicable
10 legal principles.

11 **2. GOOD CAUSE STATEMENT**

12 This action may involve private personal information related to life insurance
13 and life insurance applications, including, potentially, health and financial
14 information, as well as Defendant's proprietary business practices and procedures
15 for which protection from public disclosure and from use for any purpose other than
16 prosecution of this action is warranted. Such confidential and proprietary materials
17 and information consist of, among other things, confidential business or financial
18 information, information regarding confidential business practices, or other
19 confidential research, development, or commercial information (including
20 information implicating privacy rights of third parties), information otherwise
21 generally unavailable to the public, or which may be privileged or otherwise
22 protected from disclosure under state or federal statutes, court rules, case decisions,
23 or common law. Accordingly, to expedite the flow of information, to facilitate the
24 prompt resolution of disputes over confidentiality of discovery materials, to
25 adequately protect information the parties are entitled to keep confidential, to ensure
26 that the parties are permitted reasonable necessary uses of such material in
27 preparation for and in the conduct of trial, to address their handling at the end of the
28 litigation, and serve the ends of justice, a protective order for such information is

1 justified in this matter. It is the intent of the parties that information will not be
2 designated as confidential for tactical reasons and that nothing be so designated
3 without a good faith belief that it has been maintained in a confidential, non-public
4 manner, and there is good cause why it should not be part of the public record of
5 this case.

6 **3. ACKNOWLEDGMENT OF UNDER SEAL FILING PROCEDURE**

7 The parties further acknowledge, as set forth in Section 14.3, below, that this
8 Stipulated Protective Order does not entitle them to file confidential information
9 under seal; Local Civil Rules 140 & 141 set forth the procedures that must be
10 followed and the standards that will be applied when a party seeks permission from
11 the court to file material under seal. The parties' mere designation of Disclosure or
12 Discovery Material as CONFIDENTIAL does not—without the submission of
13 competent evidence establishing that the material sought to be filed under seal
14 qualifies as confidential, privileged, or otherwise protectable—constitute good
15 cause.

16 Any document that is not confidential, privileged, or otherwise protectable in
17 its entirety will not be filed under seal if the confidential portions can be redacted. If
18 documents can be redacted, then a redacted version for public viewing, omitting only
19 the confidential, privileged, or otherwise protectable portions of the document, shall
20 be filed. Any application that seeks to file documents under seal in their entirety
21 should include an explanation of why redaction is not feasible, and any redacted
22 documents must be filed with an application to file documents under seal as required
23 by Local Rules, unless otherwise specified in such rules. The Parties must
24 specifically comply with requirements of Local Rule 140, which provides for the
25 redaction of only minors' names, financial account numbers, Social Security
26 numbers, dates of birth, and when federal law requires redaction. Local Rule 140(a).
27 "No other redactions are permitted unless the Court has authorized the redaction."
28 Local Rule 140(b).

1 4. **DEFINITIONS**

2 4.1 Action: the above-captioned pending federal lawsuit.

3 4.2 Challenging Party: a Party or Non-Party that challenges the designation
4 of information or items under this Order.

5 4.3 “CONFIDENTIAL” Information or Items: information (regardless of
6 how it is generated, stored or maintained) or tangible things that qualify for
7 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
8 the Good Cause Statement.

9 4.4 Counsel: Outside Counsel of Record and House Counsel and their
10 support staff.

11 4.5 Designating Party: a Party or Non-Party that designates information or
12 items that it produces in disclosures or in responses to discovery as
13 “CONFIDENTIAL.”

14 4.6 Disclosure or Discovery Material: all items or information, regardless
15 of the medium or manner in which it is generated, stored, or maintained (including,
16 among other things, testimony, transcripts, and tangible things), that are produced or
17 generated in disclosures or responses to discovery.

18 4.7 Expert: a person with specialized knowledge or experience in a matter
19 pertinent to the litigation who has been retained by a Party or its counsel to serve as
20 an expert witness or as a consultant in this Action.

21 4.8 House Counsel: attorneys who are employees of a party to this Action.
22 House Counsel does not include Outside Counsel of Record or any other outside
23 counsel.

24 4.9 Non-Party: any natural person, partnership, corporation, association or
25 other legal entity not named as a Party to this action.

26 4.10 Outside Counsel of Record: attorneys who are not employees of a party
27 to this Action but are retained to represent a party to this Action and have
28

1 appeared in this Action on behalf of that party or are affiliated with a law firm that
2 has appeared on behalf of that party, and includes any and all support staff.

3 4.11 Party: any party to this Action, including all of its officers, directors,
4 employees, consultants, retained experts, and Outside Counsel of Record (and their
5 support staffs).

6 4.12 Producing Party: a Party or Non-Party that produces Disclosure or
7 Discovery Material in this Action.

8 4.13 Professional Vendors: persons or entities that provide litigation support
9 services (e.g., photocopying, videotaping, translating, preparing exhibits or
10 demonstrations, and organizing, storing, or retrieving data in any form or medium)
11 and their employees and subcontractors.

12 4.14 Protected Material: any Disclosure or Discovery Material that is
13 designated as “CONFIDENTIAL.”

14 4.15 Receiving Party: a Party that receives Disclosure or Discovery Material
15 from a Producing Party.

16 **5. SCOPE**

17 The protections conferred by this Stipulation and Order cover not only
18 Protected Material (as defined above), but also (1) any information copied or
19 extracted from Protected Material; (2) all copies, excerpts, summaries, or
20 compilations of Protected Material; and (3) any testimony, conversations, or
21 presentations by Parties or their Counsel that might reveal Protected Material.

22 Any use of Protected Material at trial shall be governed by the orders of the
23 trial judge and other applicable authorities. This Order does not govern the use of
24 Protected Material at trial. Use of Protected Material at trial shall be governed by a
25 separate agreement or order, if applicable.

26 **6. DURATION**

27 Unless otherwise stated herein, even after final disposition of this litigation,
28 the confidentiality obligations imposed by this Order shall remain in effect until a

1 Designating Party agrees otherwise in writing or a court order otherwise directs.
2 Final disposition shall be deemed to be the later of (1) dismissal of all claims and
3 defenses in this action, with or without prejudice; and (2) final judgment herein after
4 the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews
5 of this action, including the time limits for filing any motions or applications for
6 extension of time pursuant to applicable law.

7. **DESIGNATING PROTECTED MATERIAL**

8. 7.1 Exercise of Restraint and Care in Designating Material for Protection.
9. Each Party or Non-Party that designates information or items for protection under
10. this Order must take care to limit any such designation to specific material that
11. qualifies under the appropriate standards.

12. The Designating Party must designate for protection only those parts of
13. material, documents, items or oral or written communications that qualify so that
14. other portions of the material, documents, items or communications for which
15. protection is not warranted are not swept unjustifiably within the ambit of this Order.

16. Mass, indiscriminate or routinized designations are prohibited. Designations
17. that are shown to be clearly unjustified or that have been made for an improper
18. purpose (e.g., to unnecessarily encumber the case development process or to impose
19. unnecessary expenses and burdens on other parties) may expose the Designating
20. Party to sanctions.

21. If it comes to a Designating Party's attention that information or items that it
22. designated for protection do not qualify for protection, that Designating Party must
23. promptly notify all other Parties that it is withdrawing the inapplicable designation.

24. 7.2 Manner and Timing of Designations. Except as otherwise provided in
25. this Order, or as otherwise stipulated or ordered, Disclosure of Discovery Material
26. that qualifies for protection under this Order must be clearly so designated before
27. the material is disclosed or produced.

28. Designation in conformity with this Order requires:

1 (a) for information in documentary form (e.g., paper or electronic
2 documents, but excluding transcripts of depositions or other pretrial or
3 trial proceedings), that the Producing Party affix at a minimum, the
4 legend “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”),
5 to each page that contains protected material. If only a portion of the
6 material on a page qualifies for protection, the Producing Party also
7 must clearly identify the protected portion(s) (e.g., by making
8 appropriate markings in the margins).

9 A Party or Non-Party that makes original documents available
10 for inspection need not designate them for protection until after the
11 inspecting Party has indicated which documents it would like copied
12 and produced. During the inspection and before the designation, all of
13 the material made available for inspection shall be deemed
14 “CONFIDENTIAL.” After the inspecting Party has identified the
15 documents it wants copied and produced, the Producing Party must
16 determine which documents, or portions thereof, qualify for protection
17 under this Order. Then, before producing the specified documents, the
18 Producing Party must affix the “CONFIDENTIAL legend” to each
19 page that contains Protected Material. If only a portion of the material
20 on a page qualifies for protection, the Producing Party also must clearly
21 identify the protected portion(s) (e.g., by making appropriate markings
22 in the margins). If the Discovery Material cannot readily be marked as
23 CONFIDENTIAL (such as an Excel file), CONFIDENTIAL may be
24 used as part of the name of the file.

25 (b) for testimony given in depositions that the Designating Party identifies
26 the Disclosure or Discovery Material on the record, before
27
28 the close of the deposition, or in a writing sent to all parties no later

than ten days after receipt of the transcript.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend "CONFIDENTIAL." If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

8 7.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
9 failure to designate qualified information or items does not, standing alone, waive
10 the Designating Party's right to secure protection under this Order for such material.
11 Upon timely correction of a designation, the Receiving Party must make reasonable
12 efforts to assure that the material is treated in accordance with the provisions of this
13 Order.

14 8. **CHALLENGING CONFIDENTIALITY DESIGNATIONS**

15 8.1 Timing of Challenges. Any Party or Non-Party may challenge a
16 designation of confidentiality at any time that is consistent with the Court's
17 Scheduling Order. Unless a prompt challenge to a Designating Party's
18 confidentiality designation is necessary to avoid foreseeable substantial unfairness,
19 unnecessary economic burdens, or a later significant disruption or delay of the
20 litigation, a Party does not waive its right to challenge a confidentiality designation
21 by electing not to mount a challenge promptly after the original designation is
22 disclosed.

23 8.2 Meet and Confer. The Challenging Party shall initiate the dispute
24 resolution process via the meet and confer required by the local or
25 departmental/chambers rules of all discovery disputes.

27 8.3 Court Intervention. If the Parties cannot resolve a challenge without
28 court intervention, the Challenging Party shall file and serve a motion to remove

1 confidentiality under Eastern District Local Rule 230 and 251 (and in compliance
2 with Eastern District Local Rules 141 and 141.1, if applicable) within 14 days of the
3 parties agreeing that the meet and confer process will not resolve their dispute, or by
4 the first day of trial of this matter, whichever date is earlier, unless the parties agree
5 in writing to a longer time. Each such motion must be accompanied by a competent
6 declaration affirming that the movant has complied with the meet and confer
7 requirements. In addition, the Challenging Party may file a motion challenging a
8 confidentiality designation at any time if there is good cause for doing so, including
9 a challenge to the designation of a deposition transcript or any portions thereof. Any
10 motion brought pursuant to this provision must be accompanied by a competent
11 declaration affirming that the movant has complied with the meet and confer
12 requirements imposed by the preceding paragraph. The burden of persuasion in any
13 such challenge proceeding shall be on the Designating Party.

14 **9. ACCESS TO AND USE OF PROTECTED MATERIAL**

15 9.1 Basic Principles. A Receiving Party may use Protected Material that is
16 disclosed or produced by another Party or by a Non-Party in connection with this
17 Action only for prosecuting, defending or attempting to settle this Action. Such
18 Protected Material may be disclosed only to the categories of persons and under the
19 conditions described in this Order. When the Action has been terminated, a
20 Receiving Party must comply with the provisions of section 15 below (FINAL
21 DISPOSITION).

22 Protected Material must be stored and maintained by a Receiving Party at a
23 location and in a secure manner that ensures that access is limited to the persons
24 authorized under this Order.

25
26 9.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
27 otherwise ordered by the court or permitted in writing by the Designating Party, a
28 Receiving Party may disclose any information or item designated

1 "CONFIDENTIAL" only to:

2 (a) the Receiving Party's Outside Counsel of Record in this Action, as well
3 as employees of said Outside Counsel of Record to whom it is
4 reasonably necessary to disclose the information for this Action;

5 (b) the officers, directors, and employees (including House Counsel) of the
6 Receiving Party to whom disclosure is reasonably necessary for this
7 Action;

8 (c) Experts (as defined herein) of the Receiving Party to whom disclosure
9 is reasonably necessary for this Action and who have signed the
10 "Acknowledgment and Agreement to Be Bound" (**Exhibit A**);

11 (d) the court and its personnel;

12 (e) court reporters and their staff;

13 (f) professional jury or trial consultants, mock jurors, and Professional
14 Vendors to whom disclosure is reasonably necessary for this Action and
15 who have signed the "Acknowledgment and Agreement to Be Bound"
16 (**Exhibit A**);

17 (g) the author or recipient of a document containing the information or a
18 custodian or other person who otherwise possessed or knew the
19 information;

20 (h) during their depositions, witnesses, and attorneys for witnesses, in the
21 Action to whom disclosure is reasonably necessary provided: (1) the
22 deposing party requests that the witness sign the form attached as
23 **Exhibit A** hereto; and (2) they will not be permitted to keep any
24 confidential information, unless otherwise agreed by the Designating
25 Party or ordered by the court. Pages of transcribed deposition testimony
26 or exhibits to depositions that reveal Protected Material may be
27 separately bound by the court reporter and may not be disclosed to
anyone except as permitted under this Stipulated Protective Order; and

1 (i) any mediators or settlement officers and their supporting personnel,
2 mutually agreed upon by any of the parties engaged in settlement
3 discussions.

4 10. **PROTECTED MATERIAL SUBPOENAED OR ORDERED**
PRODUCED IN OTHER LITIGATION

6 If a Party is served with a subpoena or a court order issued in other litigation
7 that compels disclosure of any information or items designated in this Action as
8 “CONFIDENTIAL,” that Party must:

9 (a) promptly notify in writing the Designating Party. Such notification
10 shall include a copy of the subpoena or court order;

11 (b) promptly notify in writing the party who caused the subpoena or order
12 to issue in the other litigation that some or all of the material covered
13 by the subpoena or order is subject to this Protective Order. Such
14 notification shall include a copy of this Stipulated Protective Order; and

15 (c) cooperate with respect to all reasonable procedures sought to be
16 pursued by the Designating Party whose Protected Material may be
17 affected.

18 If the Designating Party timely seeks a protective order, the Party served with the
19 subpoena or court order shall not produce any information designated in this action
20 as “CONFIDENTIAL” before a determination by the court from which the subpoena
21 or order issued, unless the Party has obtained the Designating Party’s permission.
22 The Designating Party shall bear the burden and expense of seeking protection in
23 that court of its confidential material and nothing in these provisions should be
24 construed as authorizing or encouraging a Receiving Party in this Action to disobey
25 a lawful directive from another court.

26 11. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
PRODUCED IN THIS LITIGATION

28 (a) The terms of this Order are applicable to information produced by a

1 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information
2 produced by Non-Parties in connection with this litigation is protected by the
3 remedies and relief provided by this Order. Nothing in these provisions should be
4 construed as prohibiting a Non-Party from seeking additional protections.

5 (b) In the event that a Party is required, by a valid discovery request, to
6 produce a Non-Party’s confidential information in its possession, and the Party is
7 subject to an agreement with the Non-Party not to produce the Non-Party’s
8 confidential information, then the Party shall:

9

10 (1) promptly notify in writing the Requesting Party and the Non-
11 Party that some or all of the information requested is subject to a
12 confidentiality agreement with a Non-Party;

13 (2) promptly provide the Non-Party with a copy of the Stipulated
14 Protective Order in this Action, the relevant discovery request(s),
15 and a reasonably specific description of the information
16 requested; and

17 (3) make the information requested available for inspection by the
18 Non-Party, if requested.

19 (c) If the Non-Party fails to seek a protective order from this court within
20 14 days of receiving the notice and accompanying information, the Receiving Party
21 may produce the Non-Party’s confidential information responsive to the discovery
22 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
23 not produce any information in its possession or control that is subject to the
24 confidentiality agreement with the Non-Party before a determination by the court.
25 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
26 of seeking protection in this court of its Protected Material. This provision in no
27 way impacts the Receiving Party’s ability or right to object to production of Non-
28 Party information as otherwise permitted or required by law.

1 **12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

2 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
3 Protected Material to any person or in any circumstance not authorized under this
4 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
5 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
6 to retrieve all unauthorized copies of the Protected Material, (c) inform the person
7 or persons to whom unauthorized disclosures were made of all the terms of this
8 Order, and (d) request such person or persons to execute the “Acknowledgment an
9 Agreement to Be Bound” attached hereto as **Exhibit A**.

10 **13. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
11 **PROTECTED MATERIAL**

12 When a Producing Party gives notice to Receiving Parties that certain
13 inadvertently produced material is subject to a claim of privilege or other protection,
14 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
15 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
16 may be established in an e-discovery order that provides for production without prior
17 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
18 parties reach an agreement on the effect of disclosure of a communication or
19 information covered by the attorney-client privilege or work product protection, the
20 parties may incorporate their agreement in the stipulated protective order submitted
21 to the court.

22

23

24 **14. MISCELLANEOUS**

25 14.1 Right to Further Relief. Nothing in this Order abridges the right of any
26 person to seek its modification by the Court in the future.

27 14.2 Right to Assert Other Objections. By stipulating to the entry of this
28 Protective Order, no Party waives any right it otherwise would have to object to

1 disclosing or producing any information or item on any ground not addressed in this
2 Stipulated Protective Order. Similarly, no Party waives any right to object on any
3 ground to use in evidence of any of the material covered by this Protective Order.

4 14.3 Filing Protected Material. A Party that seeks to file under seal any
5 Protected Material must comply with the Local Civil Rules and any
6 chambers/departmental rules of this Court. Protected Material may only be filed
7 under seal pursuant to a court order authorizing the sealing of the specific Protected
8 Material. If a Party's request to file Protected Material under seal is denied by the
9 court, then the Receiving Party may file the information in the public record unless
10 otherwise instructed by the court.

11 15. **FINAL DISPOSITION**

12 After the final disposition of this Action, as defined in paragraph 6, within 60
13 days of a written request by the Designating Party, each Receiving Party must return
14 all Protected Material to the Producing Party or destroy such material. As used in
15 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
16 summaries, and any other format reproducing or capturing any of the Protected
17 Material. Whether the Protected Material is returned or destroyed, the Receiving
18 Party, upon request by the Producing Party, must submit a written certification to
19 the Producing Party (and, if not the same person or entity, to the Designating Party)
20 by the 60-day deadline that (1) identifies (by category, where appropriate) all the
21 Protected Material that was returned or destroyed and (2) affirms that the Receiving
22 Party has not retained any copies, abstracts, compilations, summaries or any other
23 format reproducing or capturing any of the Protected Material. Notwithstanding this
24 provision, Counsel are entitled to retain an archival copy of all pleadings, motion
25 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
26 deposition and trial exhibits, expert reports, attorney work product, and consultant
27 and expert work product, even if such materials contain Protected Material. Any
28 such archival copies that contain or constitute Protected Material remain subject to

1 this Protective Order as set forth in Section 6 (DURATION).

2 **16. VIOLATION**

3 Any violation of this Order may be punished by appropriate measures
4 including, without limitation, contempt proceedings and/or monetary sanctions.

5 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

6 Respectfully submitted:

7 DATED: May 5, 2020

NICHOLAS & TOMASEVIC, LLP

8
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21 Attorneys for Plaintiff

22 DATED: May 5, 2020

HINSHAW & CULBERTSON LLP

23
24 By: /s/ Vivian I. Orlando
25 As authorized on May 5, 2020
26 (Local Rule 131(e))
27 Larry M. Golub (SBN CA 110545)
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29 Attorneys for Defendant

CONCLUSION

Pursuant to the parties' stipulation, IT IS SO ORDERED.

IT IS FURTHER ORDERED THAT:

1. Requests to seal documents shall be made by motion before the same judge who will decide the matter related to that request to seal.

2. The designation of documents (including transcripts of testimony) as confidential pursuant to this order does not automatically entitle the parties to file such a document with the court under seal. Parties are advised that any request to seal documents in this district is governed by Local Rule 141. In brief, Local Rule 141 provides that documents may only be sealed by a written order of the court after a specific request to seal has been made. L.R. 141(a). However, a mere request to seal is not enough under the local rules. In particular, Local Rule 141(b) requires that “[t]he ‘Request to Seal Documents’ shall set forth the statutory or other authority for sealing, the requested duration, the identity, by name or category, of persons to be permitted access to the document, and all relevant information.” L.R. 141(b).

3. A request to seal material must normally meet the high threshold of showing that “compelling reasons” support secrecy; however, where the material is, at most, “tangentially related” to the merits of a case, the request to seal may be granted on a showing of “good cause.” Ctr. for Auto Safety v. Chrysler Grp., LLC, 809 F.3d 1092, 1096-1102 (9th Cir. 2016); Kamakana v. City and County of Honolulu, 447 F.3d 1172, 1178-80 (9th Cir. 2006).

4. Nothing in this order shall limit the testimony of parties or non-parties, or the use of certain documents, at any court hearing or trial – such determinations will only be made by the court at the hearing or trial, or upon an appropriate motion.

5. With respect to motions regarding any disputes concerning this protective order which the parties cannot informally resolve, the parties shall follow the procedures outlined in Local Rule 251. Absent a showing of good cause, the court will not hear discovery disputes on an ex parte basis or on shortened time.

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1 6. The parties may not modify the terms of this Protective Order without the court's
2 approval. If the parties agree to a potential modification, they shall submit a stipulation and
3 proposed order for the court's consideration.

4 7. Pursuant to Local Rule 141.1(f), the court will not retain jurisdiction over enforcement
5 of the terms of this Protective Order after the action is terminated.

6 8. Any provision in the parties' stipulation that is in conflict with anything in this order is
7 hereby DISAPPROVED.

8 DATED: May 6, 2020

/s/ DEBORAH BARNES
UNITED STATES MAGISTRATE JUDGE

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1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, _____ [print or type full name], of
4 _____ [print or type full address], declare under penalty of perjury that
5 I have read in its entirety and understand the Stipulated Protective Order that was
6 issued by the United States District Court for the Eastern District of California on
7 [date] in the case of *Clark v. Transamerica Life Insurance Company*, Case No. 2:20-
8 cv-00539-JAM-DB. I agree to comply with and to be bound by all the terms of this
9 Stipulated Protective Order and I understand and acknowledge that failure to so
10 comply could expose me to sanctions and punishment in the nature of contempt. I
11 solemnly promise that I will not disclose in any manner any information or item that
12 is subject to this Stipulated Protective Order to any person or entity except in strict
13 compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court
15 for the Eastern District of California for the purpose of enforcing the terms of this
16 Stipulated Protective Order, even if such enforcement proceedings occur after
17 termination of this action.

18 I hereby appoint _____ [print or type full name] of
19 _____ [print or type full address and
20 telephone number] as my California agent for service of process in connection with
21 this action or any proceedings related to enforcement of this Stipulated Protective
22 Order.

23
24 Date: _____

25 City and State where sworn and signed: _____

26
27 Signature: _____

28 Printed name: _____